

***NORTH FAYETTE COMMUNITY
SCHOOL DISTRICT***

2006-2008

MASTER CONTRACT

BETWEEN

EDUCATION ASSOCIATION

And The

BOARD OF EDUCATION

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ARTICLE I
CONTRACT DAYS

The unit member's contract period shall consist of a maximum of 193 contract days which shall consist of the following:

A. Six paid holidays

1. Labor Day
2. Thanksgiving
3. Christmas
4. New Year's Day
5. Good Friday
6. Memorial Day

B. Three in-service days/professional growth days

Three days shall be set aside for in-service/professional growth. The in-service training/professional growth days shall be planned by the PR&R committee.

C. Three work days

1. One day at the end of the first nine weeks.
2. One day at the end of the second semester.
3. One day at the discretion of the Superintendent.

No in-service days or sessions shall be held on any work day.

D. 181 teaching days.

E. Early dismissal

Classes will be dismissed at 1:00 p.m. on the last day of each semester with staff in-service until 3:30 p.m.

F. Duty Free Lunch

Unit members shall be provided a minimum of twenty minutes of duty free lunch time.

ARTICLE 2
VACATIONS

- A. Christmas vacation shall include at least twelve (12) calendar days.
- B. Easter vacation shall include Good Friday and the following Monday.
- C. Should it become necessary to "make up" a day, days included in A and B above shall not be used.

ARTICLE 3

LEAVES

A. Sick Leaves

1. Members of the unit are granted leave of absence for personal illness or injury with full pay in the following amount:
 - a. The first year of employment, ten days.
 - b. The second year of employment, eleven days.
 - c. The third year of employment, twelve days.
 - d. The fourth year of employment, thirteen days.
 - e. The fifth year of employment, fourteen days.
 - f. The sixth year of employment, and each year thereafter, fifteen days.

The above amounts shall apply only to consecutive years of employment in the North Fayette Community School District, and unused portions shall be cumulative to a total of one hundred twenty (120) days. The Board shall in each instance require such reasonable evidence as it may require confirming the necessity of such sick leave.

2. Serious Family Illness

a. Immediate Family Illness

There will be allowed absences with full pay because of serious illness in the immediate family up to a total of five (5) days for each instance.

b. Immediate Family Death

There will be allowed absence with full pay because of death in the immediate family up to a total of five (5) days for each instance.

c. Other Relative Death

One (1) day of absence for funeral attendance will be allowed because of death of any other relative.

d. Family Medical Leave

Unit members may use five (5) days of accumulated sick leave each fiscal year to be with members of their immediate family (defined in Article 3, Section 2.e.1 of the Master Contract) who are ill or need medical attention.

e. Definitions

1. An immediate family shall include mother, father, sister, brother, child, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or custodial stepchild.
2. Serious illness in the immediate family is defined as something very urgent where the patient is critical or unstable with a guarded prognosis, or is hospitalized with the possibility of surgery. Serious illness does not include family dental or eye examinations, nor does it include absence from service because of non-serious illness of an immediate family member.

- f. Absences because of serious family illness and bereavement will not be charged against the accumulated sick leave. The Board shall pay the cost of substitutes required because of absences for serious family illness and bereavement.

3. Parental Leave

A pregnant employee may continue employment to the extent that her condition does not unduly affect the performance of contractual or assigned responsibilities with children. Continuance of assigned duties may be dependent on the filing of a physician's statement with the Superintendent. Such statement shall verify that the employee's condition will not unduly affect the performance for which assigned. Said employee is eligible to use accumulated sick leave during her period of pregnancy and after delivery. After delivery of the child, said employee shall return to work on or before the 15th school day unless said employee files a statement from her attending physician that her condition is not satisfactory to assume full duties for which she is assigned. In case of adoption of a child, these policies shall apply where appropriate. The father of the child is also eligible to use three (3) accumulated sick leave days at the time of birth and after delivery.

4. Extended Sick Leave

A unit member who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave may be granted extended sick leave upon the following conditions:

a. Determination and Duration

The unit member's attending physician shall submit in writing to the Superintendent a statement attesting to the fact that the member is unable to perform the member's contractual duties and the reasons therefore and the approximate length of said illness or disability. The Board shall then grant extended sick leave without pay for the duration of the illness or disability or until the end of the school year, whichever occurs first. The Board shall have the right to contract with any party to fill the remaining

term of said contract. The Board shall, at the end of the school year, review the member's employment status for the ensuing school year.

b. Benefits

The Board shall provide all of the following benefits for the duration of the extended sick leave:

1. Medical insurance premiums per collective bargaining agreement.
2. Life insurance premiums per collective bargaining agreement.
3. Disability insurance premiums per collective bargaining agreement.

B. Personal Leave

1. Leave

Each unit member shall be credited with three (3) days absence to be used for the unit member's personal business. The cost of the substitute for these days shall be borne by the Board. Unit members desiring to use personal leave shall give two (2) days written notice to the Superintendent of their intention to use said leave. Personal leave cannot be taken during the first five (5) pupil contact days or during the last five (5) pupil contact days of the school year. There can be no more than six (6) personal leaves for any one day in the entire district.

2. Unused Personal Leave

All unit members shall be compensated for any unused personal leave. The compensation shall equal the daily substitute teacher pay in effect in the District. To be eligible for this compensation, each unit member must file written application within five (5) days of the school year with the Superintendent. If application is not made, then the compensation for unused personal leave shall not be paid.

C. Jury Duty

Any unit member called for jury duty during school hours shall be provided such time with pay. Any fees or remuneration the employee receives during such leave shall be turned over to the District.

D. Association

Should a qualified substitute be available for a one year non-continuing contract, a leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose of serving as an elected officer of the State or National Association, its affiliates or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule and shall maintain the same accrued sick leave benefits as they would have accrued had they taught in the system during such period.

E. Release Time

1. Delegate Assembly

The Association shall be given four (4) unit member days in a school year to be used for the ISEA Delegate Assembly.

2. Impasse and Grievance Proceedings

Should the presence of a unit member during the normal school day be required for impasse or grievance proceedings, release time shall be granted.

3. The cost of the degree substitute for one (1) and (2) above shall be billed to the Association.

F. Absence Resulting From Assault

Absence resulting from assault while on duty shall be granted without deduction from the unit member's sick or personal leave provided that the unit member provides a doctor's statement as to the necessity of the leave and the duration.

G. Termination

Any unit member absent beyond the leave policy may be subject to termination.

H. Other Leaves

Other leaves may be granted at the discretion of the Superintendent. Any denial of a leave request under this Paragraph H shall not be grievable and any leaves granted under this Paragraph H shall not be considered as past practice for granting such leaves.

I. Professional Leave

Unit members shall be granted up to two (2) days of professional leave per year. Any unit member desiring professional leave must obtain prior approval from the Superintendent.

ARTICLE 4
HEALTH MATTERS

A. Physical Examination – New Unit Members

All new unit members shall be required to pass a physical examination pursuant to the form provided by the school district.

B. Physical Examination – Continuing Unit Members

All unit members shall be required to pass a physical examination every three years pursuant to the form provided by the school district.

C. Each unit member shall submit the cost of said physical to his/her insurance carrier and the Board shall reimburse the unit member the amount not covered by insurance up to a maximum of fifty dollars (\$50.00). Prior to any reimbursement, unit members shall provide proof that a claim was filed with the insurance carrier and a disposition of that claim.

ARTICLE 5
SAFETY MATTERS

A. Intent

The Board recognizes its responsibility to provide facilities for all unit members to carry on the task of its educational program. In furtherance of that duty, the Board shall make every effort to comply with all state and federal regulations regarding safety. No unit member shall be required to work under unsafe and hazardous conditions, or to perform tasks that endanger their safety. Each unit member shall report all unsafe facilities pursuant to the procedure as hereinafter set forth:

1. Immediately upon discovery of an unsafe or hazardous condition, the unit member shall implement steps necessary to rectify the unsafe condition.
2. If the unsafe or hazardous condition is not remedied, the unit member shall report said condition to the chairman of the District Safety Committee for appropriate action.

B. Protective Clothing & Equipment

Protective clothing and equipment as required by state and federal safety regulations shall be provided for the unit member by the Board upon request of the unit member.

ARTICLE 6

WAGES

2006-2007 Salary Schedule

- A. Each unit member's base wage of 193 contract days shall be calculated according to the following schedule:

	BA	BA+15*	BA+30*	MA	MA+15*	MA+30*	MA+45#
STEP	Degree	Degree	Degree	Degree	Degree	Degree	Degree
1	\$25,625	\$26,009	\$26,906	\$28,546	\$29,059	\$29,571	\$30,084
	1.000	1.015	1.050	1.114	1.134	1.154	1.174
2	\$26,522	\$27,214	\$27,880	\$29,546	\$30,084	\$30,622	\$31,160
	1.035	1.062	1.088	1.153	1.174	1.195	1.216
3	\$27,419	\$28,162	\$28,854	\$30,545	\$31,109	\$31,673	\$32,236
	1.070	1.099	1.126	1.192	1.214	1.236	1.258
4	\$28,828	\$29,699	\$30,468	\$32,211	\$32,851	\$33,466	\$34,107
	1.125	1.159	1.189	1.257	1.282	1.306	1.331
5	\$30,109	\$31,109	\$31,954	\$33,748	\$34,466	\$35,132	\$35,849
	1.175	1.214	1.247	1.317	1.345	1.371	1.399
6	\$31,006	\$32,057	\$32,928	\$34,748	\$35,491	\$36,183	\$36,926
	1.210	1.251	1.285	1.356	1.385	1.412	1.441
7	\$31,903	\$33,005	\$33,902	\$35,747	\$36,516	\$37,233	\$38,002
	1.245	1.288	1.323	1.395	1.425	1.453	1.483
8	\$33,184	\$34,338	\$35,260	\$37,131	\$37,925	\$38,668	\$39,463
	1.295	1.340	1.376	1.449	1.480	1.509	1.540
9	\$34,466	\$35,670	\$36,618	\$38,514	\$39,334	\$40,103	\$40,923
	1.345	1.392	1.429	1.503	1.535	1.565	1.597
10	\$35,363	\$36,618	\$37,592	\$39,514	\$40,359	\$41,154	\$41,999
	1.380	1.429	1.467	1.542	1.575	1.606	1.639
11	\$36,259	\$37,566	\$38,566	\$40,513	\$41,384	\$42,204	\$43,076
	1.415	1.466	1.505	1.581	1.615	1.647	1.681
12	\$37,156	\$38,514	\$39,539	\$41,513	\$42,409	\$43,255	\$44,152
	1.450	1.503	1.543	1.620	1.655	1.688	1.723
13		\$39,463	\$40,513	\$42,512	\$43,434	\$44,306	\$45,228
		1.540	1.581	1.659	1.695	1.729	1.765
14	\$37,925			\$43,511	\$44,459	\$45,356	\$46,304
	1.480			1.698	1.735	1.770	1.807
15		\$40,744	\$41,794		\$45,484	\$46,407	\$47,381
		1.590	1.631		1.775	1.811	1.849
16	\$39,206			\$44,921			\$48,457
	1.530			1.753			1.891
17		\$42,025	\$43,076		\$47,022	\$48,073	
		1.640	1.681		1.835	1.876	
18	\$40,488			\$46,330			\$50,251
	1.580			1.808			1.961
19		\$43,306	\$44,357		\$48,559	\$49,738	
		1.690	1.731		1.895	1.941	
20				\$47,739			\$52,044
				1.863			2.031
21					\$50,097	\$51,404	
					1.955	2.006	
22							\$53,838
							2.101
* Means approved semester hours or equivalent hours taken after degree was actually earned.							
# Means semester hours approved in the subject area being currently taught by unit member and with prior approval by the Supt.							

B. Supplemental Wages

Each unit member's supplemental wage shall be determined from the following schedule. For the contract years 2006-2008, the wages for supplemental duties in 1, 2, 7, 8, 9, 10, 11, 12, 13, 15 and 18 shall be calculated by multiplying the percentage on the schedule below times the step on the current BA Lane that coincides with the experience the unit member has attained for that particular supplemental duty, up to a maximum of the 9th step of the BA Lane. (10th step for the 2007-08 school year) Unit members shall be credited with one year experience for each year completed in the supplemental duty. Unit members shall be credited for experience only at North Fayette, with no credit given for work in another district. Experience in one category or position shall not transfer to another category or position except that experience as an assistant coach, when moving to a head coach in the same sport, shall transfer at the rate of one (1) year of head coaching experience for every three (3) years of assistant coaching experience. (For example, if an assistant football coach had six (6) years of experience at North Fayette as an assistant football coach and he becomes head football coach, he would be credited with two (2) years experience as head coach and would be paid accordingly.) Middle school coaches, for experience purposes, shall be considered assistant coaches and experience shall transfer from one to another in the same sport only.

The wages for all other duties shall be determined by multiplying the percentage times the BA Base or by the dollar amount listed.

2006-2007

Schedule B

* 1)	Athletic Director (when a unit member) .....	.140	
* 2)	Athletic Coaching (full teaching load):		
	a) Head football, basketball, wrestling, track, summer baseball, summer softball, volleyball.....	.140	
	b) Head boys & girls XC.....	.120	
	c) Head softball (fall) .....	.060	
	d) Head B & G golf.....	.100	
	e) Ass't football, basketball, wrestling, track, summer softball, summer baseball, B&G XC, volleyball .....	.095	
	f) Assistant softball (fall).....	.035	
	g) MS FB, basketball, wrestling, track, VG, BB, SB... ..	.080	
	h) MS intramural director.....	.025	
	i) MS softball (fall) .....	.045	
3)	Special Olympics, per supervisory person (unit member)		
	a) District Spec Education supervision.....	\$125/day	
	b) State Spec Education supervision	\$125/day	
4)	Audio-Visual Director.....	.130	
5)	Daily part-time teacher's duty .....	.050	\$1,281
6)	Concession sponsor (junior class).....	.060	
*7)	Contest Speech:		
	a) Speech ensembles .....	.018	
	b) Choral reading.....	.0325	
	c) Mime .....	.0125	
	d) Reader's Theatre. ....	.0325	
	e) Individual speech.....	.070	
	f) Speech director (<i>when hosting contest</i>).....	.0120	
	g) One-act play.....	.0325	
	h) T.V. news .....	.0325	
	i) Group improvisation.....	.0180	
	j) Musical Theatre .....	.0125	
	k) Radio Broadcasting .....	.0325	
* 8)	Plays:		
	a) Three-act.....	.060	
	b) MS All-school.....	.050	
	c) Tech Director for HS Play .....	.025	
* 9)	Drill team sponsor.....	.060	
*10)	Cheerleader sponsor.....	.080	
*11)	Elementary evening performance (per performance) .....	.002	
*12)	Music:		
	a) High school instrumental, including pep band.....	.120	
	b) MS & HS Vocal .....	.110	
	c) MS Instrumental combined with lessons.....	.090	
	d) MS Vocal combined with lessons .....	.045	
	e) High School Musical:		
	i. Director .....	.080	
	ii. Assistant director ... ..	.045	
	iii. Band director .....	.025	
	iv. Drama director .....	.025	
	v. Costume director . ....	.025	

vi. Accompanist for musical .....	.025	
vii. Tech Director .....	.025	
f) Summer band director .....	.152	
g) HS Concert Band (2nd band) .....	.010	
h) Elementary Band .....	.015	
*13) Scenery director - musical/three-act play.....	.050	
14) High School Newspaper:		
a) With journalism class .....	.025	\$641
b) With no journalism class .....	.045	\$1,153
*15) Elementary crossing guard director .....	.045	
16) Yearbook sponsor (production & sales) .....	.110	\$2,819
*17) FFA contests .....	.085	
18) Clubs, as approved by bldg adm.....	.020	\$513
19) Extra-curricular work (K-12, contracted by adm).....		\$25/event
20) Curriculum work:		
a) Chairman or Co-chairman		\$300
b) Committee member		\$200
21) Chaperone for Foreign Exchange.....	.090	\$2,306
22) Drivers Education: .....	.0065	times
BA base times the number of students who complete the course. Payment shall be 1/3 after one month, 1/3 second month, and balance adjusted on last payment based upon students completing the course.		
23) Weight-lifting Supervisor:		
a) \$10/hour for employee with weight-lifting training		
b) \$9/hour for employee without weight-lifting training		
24) Class Sponsors:		
a) Head Senior Sponsor.....	.01	\$256
b) Head Junior Sponsor (includes Prom) .....	.025	\$641
c) Head Sophomore Sponsor .....	.005	\$128
d) Head Freshman Sponsor .....	.005	\$128

Assistant Sponsors at all class levels will submit for extra-curricular pay for supervising float building, homecoming, prom, baccalaureate and commencement as assigned by Administrators.

Explanation: Assistant class sponsors will only be paid for discharging duties as assistant class sponsors if those duties were assigned by the administrator. Mere attendance at a function is not enough for the employee to collect a stipend.

25. The wage for any supplemental activity instituted after the execution of this contract and before the expiration of this contract shall be determined by the Board until the next negotiations session, at which time said wage shall be negotiated between the Board and Association.
26. The wage for the following positions will be set by the Board, but the cost of each position shall not be reflected in cost estimates for subsequent negotiations:
 - a. District Safety Coordinator
 - b. District Title I Coordinator
 - c. District Multicultural/Non-Sexist Coordinator
 - d. District Vocational Educational Coordinator

C. Extended Contracts

If the Board issues extended contracts for any unit member's position, the wage per day for the said extended contract shall be 1/193rd of the unit member's wage.

D. Initial Placement on Schedule

A unit member new to the system may be placed on the schedule under Paragraph A above, according to the following criteria:

1. Credit may be given for only state approved school experience within the previous ten (10) years.
2. The Board may allow full credit for the first ten (10) years of successful experience elsewhere; however, a maximum of seven (7) years may be allowed without approval of the Board.

E. Bonus

In the event a position is identified by the Department of Education as hard to fill, the Superintendent may provide a bonus of \$2,000 to the teacher as added incentive for the teacher to sign a teaching contract with North Fayette Community School District.

F. Advancement on Wage Schedule

Unit members may be advanced on the wage schedule as set out in Paragraph A above upon the following criteria:

1. Vertical Movement

- a. A unit member shall move vertically on the wage schedule only upon successful teaching performance as determined upon formal evaluation. No unit member shall be held on step without just cause.
- b. All unit members will be required to complete three (3) semester hours or equivalent hours of additional credit every five (5) years of service in the North Fayette Community School District. Unit members who have earned National Board Certification shall be exempt for one five (5) year period as provided by the State of Iowa. Failure to comply with this requirement will result in the member remaining stationary on their present step of the salary schedule until such required credits are obtained.

2. Horizontal Movement

A unit member shall move horizontally on the wage schedule for lanes BA+15 through MA+30 upon successfully completing semester hours or equivalent hours of additional credit, thereby qualifying for the next appropriate lane. The District retains the right to determine the nature of the credit hours.

G. Method of Payment

1. Each unit member shall be paid in twelve (12) equal installments on the twentieth (20) of each month. Unit members shall receive their checks at their regular building. During the summer, the checks will be sent to the unit member's designated address.
2. Exceptions
 - a. When a pay date falls on a holiday or weekend, unit members shall receive their paychecks on the last previous school day.
 - b. New employees under contract by July 1st shall receive an advance on their salary of \$200.00 with said advance payable on the August pay period. Said advance shall be deducted from the new employee's September wage installment.

I. Expenses of Traveling Employees

1. All other travel shall be reimbursed at the rate established by the Code of Iowa in effect September 1 of each year, upon submission of proper vouchers.

ARTICLE 6A

PHASE I AND PHASE II WAGES

A. Intent

If North Fayette Community School District receives funds under Phase I or Phase II of H.F. 499 as passed by the 1987 Iowa Legislature, then those funds shall be distributed pursuant to this Article. If no funds are received then this Article shall be null and void.

B. Phase I

Any money received under Phase I shall be applied to any employee's salary determined under Schedule A of Article 6, so as to make said salary \$24,425. Any funds necessary to fund the employer's share of FICA and IPERS shall be deducted from the total funds available.

C. Procedure

Any money remaining after the application of Paragraph B above shall be added to all money received under Phase II and shall be called 'Gross Phase II Funds'. From this figure is subtracted the employer's share of FICA and IPERS to arrive at the 'Net Phase II Funds'. These funds shall then be distributed pursuant to the following steps in order:

Step 1. All certified employees shall be placed upon their appropriate step and lane of Schedule A located in Article 6 as of September 1, 2006.

Step 2. The full-time equivalency of each certified employee is then multiplied by the index number corresponding to the placement on the salary schedule.

Step 3. All index numbers arrived at in Step 2 are then added together to arrive at a 'Total Certified Employee Index'.

Step 4. The Net Phase II Funds available for distribution under this Article are then divided by the Total Certified Employee Index. The resultant answer will be the 'Phase II Index Base Salary'.

Step 5. Each certified employee's Phase II salary shall then be determined by multiplying the employee's full-time equivalency by their appropriate index number and that result is then multiplied by Phase II Index Base Salary.

Step 6. Salaries under this provision shall be added to the regular pay checks of all certified employees in equal installments.

ARTICLE 7

INSURANCE

The Board agrees to provide unit members with the following insurance protection:

A. Health and Major Medical

1. Each unit member shall be covered by a comprehensive health and major medical program paid for by the Board, with 80/20 co-insurance.
2. Board shall provide five hundred seventy-five dollars (\$575.00) monthly to all members to be applied first to insurance and then towards additional insurance or a TSA. (\$600.00 in the 2007-2008 school year) The current scheduled contribution for family insurance and TSA beyond the five hundred seventy-five dollar (\$575.00) amount shall be applied to the base and salary schedule. Unit members desiring family insurance or a TSA may flex those amounts under the 125 plan. The dollar amount the Board contributes shall be negotiable.

B. Health Info Line (HIL)

Mandatory reporting became effective April 1, 1992.

C. Flex I and Flex II

1. Flex I, the optional choice to have family medical premium deducted on a before-tax basis (Section 125 of Internal Revenue Code) became effective April 1, 1992.
2. Flex II, the optional choice to have un-reimbursed medical expense and dependent care reimbursement deducted on a before-tax basis (Section 125 of Internal Revenue Code) became effective July 1, 1992.
3. Flex III, the choice to choose from a variety of deductibles for health insurance.

D. Life

Each unit member shall be covered by a term life insurance program paid for by the Board that provides a death benefit of \$10,000, double for accidental death.

E. Income Protection

Each unit member shall be covered under income protection insurance paid for by the Board for 60% of the unit member's total monthly wage, subject to policy provisions, to age 65.

F. Coverage

1. Health-Major Medical and Income Protection

a. New Members

Board provided coverage on new unit members shall commence on the first day of September.

- b. All coverage for current members shall commence September 1st and continue through August 31st of the following year, upon fulfillment of the individual contract. Members who do not fulfill their contract or are terminated for cause attributable to the member shall be covered to the last day of the month in which they work. Members terminated for cause not attributable to the member shall be covered through the last day of the month in which the last paycheck is received.

2. Life Insurance

a. New Members

Board provided coverage on new unit members will become effective for all eligible persons on the first day of active employment.

b. Current Members

All coverage for current members shall commence September 1st and continue through August 31st of the following year, upon fulfillment of the individual contract. Members terminated or those who do not fulfill their individual contract shall be covered through their last day of active employment.

3. Workmen's Compensation

Each unit member shall be covered by Workmen's Compensation Insurance according to the statutory limit of the Employer's liability. Each unit member's occupational injury or illness shall be reported to the Superintendent's office within 24 hours of said occurrence. An accident report shall be completed and filed with the Superintendent within two (2) school days of the occupational injury or illness.

G. Insurance Information

The following information regarding insurance coverage which the Board has purchased for the school year will be available in the office of the Superintendent, each building office and teacher lounge, and will be provided to each new member. Notification of any changes will be provided to each member.

1. Health-Major Medical, Life and Income Protection Coverage

- a. Name and address of insurance carrier and agent.
- b. General outline of coverage.
- c. Unit member enrollment forms and directions for completion.
- d. Procedure to file claims.

2. Teacher Liability Coverage

- a. Name and address of insurance carrier and agent.

- b. Limits of liability for:
 - 1. Personal injury while acting within the scope of duties.
 - 2. Use of personal automobile for transport of pupils within the scope of duties.
 - c. Procedure to file claims.
- 4. Workmen's Compensation Coverage
 - a. Name and address of insurance carrier and agent.
 - b. General outline of coverage.
 - c. Procedure to file claims.
- H. The Board shall provide an Employee Assistance Plan (EAP) which provides professional services to help employees prevent and/or solve personal problems before they affect job performance and health.

ARTICLE 8
DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board Secretary, an assignment authorizing payroll deduction of the Local Association, ISEA, and NEA professional dues only no later than September 1st. The form of the assignment shall be as set forth in Exhibit B.

B. Amount of Dues

The Association shall supply the Board Secretary no later than September 1st of each school year a list of Association members, showing the amount of total professional dues per member for the ensuing year.

C. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total professional dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing prior to September 1st.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within a reasonable time following each regular period, and a listing of the employees for whom deduction was made.

F. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators, and secretaries against any claims, costs, suits, and other forms of liability and all costs arising out of the application of the provision in the agreement between the parties for dues deduction.

ARTICLE 9

EVALUATION PROCEDURE

Within six weeks after the beginning of each school year, the administrative staff shall acquaint the teachers with the evaluation procedures to be observed.

Tier 1 (Beginning Teacher)

Teachers in their first or second year of the profession and who hold an initial license shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. In year two teachers in Tier 1 will be involved in a comprehensive review. A teacher in their third year of probation pursuant to Iowa Teaching Standards and District Student Achievement Goals shall be evaluated using the same methods as in Tier 1, at least one time each year. Each teacher in Tier 1 shall be required to develop an individual career development plan.

Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned standard teaching licenses and are not in Tier 3. Teachers who have successfully completed a probationary period in another district and who have received a standard teaching license are considered career teachers and shall be evaluated at least one time in their first year of employment in the district. Each teacher in Tier 2 shall be required to develop an individual career development plan every three years.

During year one of the cycle, each staff member shall create an individual career development plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the district's comprehensive school improvement plan.

During the first two years of the cycle, the evaluator and teachers shall meet and discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria. Each year of the three-year cycle, the evaluator shall conduct walkthroughs. The evaluator may formally observe the teacher, at any time the evaluator determines. Within fifteen (15) school days of the classroom formal observation(s), the person making the observation and the teacher being evaluated shall meet to discuss the observation(s).

The evaluator shall hold a summative evaluation a minimum of at least one time in year three of the cycle. The summative observation(s) shall include a pre-observation and a post-observation conference and shall occur by April 15 of the observation year(s). Subsequent to the summative formal written evaluation, the evaluator and the employee shall meet to discuss the summative written evaluation within three (3) weeks of the submission of any formal evaluation.

The teacher shall provide evidence in a portfolio linking artifacts to the Iowa Teaching Standards and Criteria. In year three, the completion of the Individual Career Development Plan will occur. After the teacher and evaluator have discussed the teacher's progress and outcomes on the Individual Career Development Plan, the evaluator shall provide the teacher with a written review and the three-year summative review.

Tier 3 (Intensive Assistance)

The school district will provide an Intensive Assistance Level as pursuant to the Code of Iowa 284.8(2).

ARTICLE 10

REDUCTION AND TRANSFER PROCEDURE

A. Reduction

1. Notification

Any unit member or members affected by the reduction of employment shall be notified by the date as established in Section 279.15, Code of Iowa.

2. Seniority

For the purpose of this article, seniority shall be computed as follows:

- a. Seniority shall be computed from the unit member's first contracted day of actual service and each unit member shall be credited with one (1) year seniority for each year of service to the District.
- b. Seniority will continue to accrue during all paid leaves of absence.
- c. Seniority for part-time unit members shall be computed by multiplying the percent of FTE by the years of service.
- d. Seniority within the District will be in the following categories:
 1. Kindergarten through grade six
 2. Language Arts (7-12)
 3. Mathematics (7-12)
 4. Social Studies (7-12)
 5. Science (7-12)
 6. Industrial Technology (7-12)
 7. Vocal Music (K-6)
 8. Vocal Music (7-12)
 9. Instrumental Music (K-12)
 10. School Media Specialist (K-6)
 11. School Media Specialist (7-12)
 12. Home Economics (7-12)
 13. Guidance Counselor (K-6)
 14. Guidance Counselor (7-12)
 15. Business Education (7-12)
 16. Safety Education (7-12)
 17. Vocational Agriculture (7-12)
 18. Art (K-6)
 19. Art (7-12)
 20. Physical Education (K-12)
 21. Spanish (7-12)
 22. German (7-12)
 23. Preschool Handicapped

24. Hearing Impaired
25. Severely and Profoundly Handicapped
26. Trainable Mentally Handicapped
27. Educable Mentally handicapped
28. Learning Disability
29. Chapter I (K-12)
30. Multi-Categorical SI

3. Procedure

When the staff is to be reduced, the following procedure shall be followed in sequence:

- a. The District shall first determine the curriculum area to be reduced. When the curriculum area for reduction is determined, for purposes of comparing seniority, only those unit members currently assigned to the curriculum area being reduced shall be compared. The curriculum areas are set out above in Section 2(d).
- b. When possible, reduction shall first be accomplished by attrition.
- c. Unless needed to maintain an existing program, unit members with emergency and/or temporary certification shall be reduced first.
- d. Reduction in staff with the aforementioned categories shall be based on seniority, with those having the least seniority being reduced first.
- e. In the event seniority is equal, years of teaching experience outside the District shall be the determining factor, with those unit members having the fewest number of years being reduced first.
- f. In the event seniority and experience outside the District are equal, preparation shall be the determining factor, with those unit members having the least number of graduate hours being reduced first.

4. Recall

- a. Unit members who are reduced pursuant to this article shall have recall rights to any full-time vacant position in their seniority category (see 2(d) above) or for which they have had previous teaching experience, for a period of two (2) years from the effective date of the unit member's reduction.
- b. Reduced teachers shall be recalled in inverse order of reduction.

- c. Unit members reduced and desiring recall rights shall maintain on file with the Superintendent their current mailing address and all previous teaching assignments. Should a full-time vacancy in the teacher's seniority category or area of previous teaching experience occur, the Superintendent shall notify the reduced teacher by certified mail of the vacancy. The reduced teacher shall respond affirmatively within twenty (20) days of the date of the Superintendent's notice. Failure to respond shall result in the termination of the reduced teacher's right to recall. Any unit member who resigns upon request for reasons of staff reduction or realignment shall be accorded the recall rights provided by this policy unless specifically waived in writing.
- d. No transfer of staff shall be used to prevent reinstatement of reduced teachers.

B. Voluntary Transfers

1. Notification

The Superintendent shall post in all building offices a list of the teaching or supplemental vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

2. Filing Requests

Unit members who desire to make application for posted vacancies for teaching assignments or supplemental assignments shall make written application to the Superintendent.

3. Consideration

Transfer applications shall receive equal consideration with all other applications.

C. Involuntary Transfers

1. Notice

Notice of an involuntary transfer shall be given in writing to the affected unit member as soon as practical and in no case later than May 1.

2. Criteria

Involuntary transfers shall not be made for arbitrary and capricious reasons.

ARTICLE 11

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by a unit member, or the Association with the permission of the unit members involved, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

B. Application

1. Every unit member covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of possible violating misinterpretation or misapplication of this Agreement which arise affecting unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. The failure of a unit member (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's failure to give a decision within the time limit shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. It is agreed by both parties to make every effort to avoid interference with or interruption of the instructional program in the handling or processing of any grievance.

C. Procedure

2. Level one – Principal (Informal)

An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and his or her Principal or designee.

3. Level two – Principal (Formal)

If, as a result of the informal discussion with the principal or designee at level one, a grievance still exists, the aggrieved unit member may invoke the formal grievance procedure by filing the formal, written grievance (on the form set forth in Exhibit A) within ten (10) week days from the date of occurrence of the event giving rise to the grievance. Said grievance shall be filed with the Association and with the building principal or designee. The written grievance shall state the nature of the grievance, shall note the specific contract clause or clauses giving rise to the grievance, and shall state the remedy requested. The appropriate principal or designee shall indicate his disposition of the grievance in writing within five (5) week days of the presentation of the formal grievance: Two copies to

aggrieved unit member (one for the Association) and one copy to the Superintendent. If the aggrieved unit member or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) week day period, grievance shall be transmitted to level three.

4. Level Three – Superintendent

Each aggrieved unit member shall submit a written grievance (on the form set forth in Exhibit A) to the Association. The Association may then submit the grievance form Exhibit A to the Superintendent or his designee. The Superintendent or his designee shall meet with the aggrieved unit member and the Association within five (5) week days of receipt of the grievance. Within fifteen (15) week days of the receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing: One copy to the aggrieved unit member, one copy to the Association and one copy to the Principal. If the aggrieved unit member or the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within fifteen (15) week days of receipt of said grievance, the aggrieved unit member or the Association with the consent of the aggrieved unit member may, with consent of the Superintendent, transmit the grievance to level four upon completion of the form set forth in Exhibit A. In the absence of mutual agreement, the grievance may proceed to level five.

5. Level Four – Board of Education

Should the grievance proceed to level four, the Board, no later than its next regular meeting, shall meet with the aggrieved person and the Association on the grievance. Disposition of the grievance shall be made in writing by the Board not later than seven (7) week days after said meeting. A copy of such disposition shall be furnished to the Association. The decision of the Board shall be binding.

6. Level Five – Arbitration

If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within five (5) week days. Within ten (10) week days after written notice (the form, as set forth in Exhibit A to the Superintendent) the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) week days, and the other party shall have one (1) additional week day to remove one of the two remaining names. The person whose name remains shall be arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and host hearings and shall issue his decision not later than fifteen (15) week days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue, or issues, presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of this agreement. Expense for the arbitrator's service shall be borne equally by the school district and the Association.

D. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

E. Release Time

Release time shall be as provided in the Leave Article within this agreement.

F. Exclusion

The school district shall not be required to process a grievance not filed by using EXHIBIT A, the grievance form.

ARTICLE 12
SEPARABILITY, PRINTING & DURATION

A. Separability

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. Printing Agreement

1. Final Copy

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association. After the agreement is signed, copies of the printed agreement will be distributed as follows:

- a. Twenty-five (25) copies to the Association.
- b. A copy of the agreement shall be placed on the District server by July 30.

C. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association to the Board, at the Superintendent's office.
2. If by the Board to the Association, at North Fayette Education Association President's building mailbox.

D. Duration

1. This agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2008.
2. The base wage and insurance for the contract years 2006-2008 shall be calculated based upon the following:
 - a. The total cost to the District of wages, FICA, Medicare, IPERS, insurance and tax-sheltered annuities for 2006-2008 shall be calculated in October of 2005 and October of 2006 for all certified staff.
 - b. The figure obtained in (a) above shall then be multiplied by 4.45% for 2006-2007 and 4.2% for 2007-2008. This figure so obtained shall be the "total package increase" to pay for additional costs for wages, FICA,

Medicare, IPERS, insurance and tax-sheltered annuities for the years 2006-2007 and 2007-2008.

- c. The "Total package increase" shall then be allocated first to insurance increases as determined pursuant to Article 7.
- d. The remaining amount of the "total package increase" after allocating for insurance increases shall be allocated to wages, FICA, Medicare and IPERS by adjusting the base wage or the salary schedule for 2006-2008.
- e. All increases shall be determined using current staff for the 2006-2008 contract year and allowing for step increases.
- f. For the 2006-2008 contract year the parties agree to the following:

A 4.45% total package increase for 2006-2007 and a 4.2% total package increase for 2007-2008. This package will be costed in accordance with the master contract and past practice including step movement for those employees eligible to advance on the salary schedule, supplemental pay, insurance, FICA and IPERS.

E. Signature Clause

In witness whereof, the parties hereto have caused this agreement to be signed in duplicate by their respective Presidents, attested by the respective Chief Negotiators, and their signatures placed thereon.

All on the _____ day of _____. 2006

North Fayette Education Association

By: _____
President

By: _____/s/ Brian Harper
Chief Negotiator

North Fayette Community School District Board of Education

By: _____
President

By: _____/s/ Greg Reed
Chief Negotiator

EXHIBIT A
GRIEVANCE FORM
North Fayette Community School District

Building: _____ Date Filed: _____

Name of Grievant: _____

Level of Grievance (check one)

- _____ Level Two - Principal
_____ Level Three - Superintendent
_____ Level Four - Board of Education
_____ Level Five - Arbitrator

A. Date of Grievance _____

B. Specific contract clause or clauses violated _____

C. Statement of grievance _____

D. Remedy requested _____

Signature

Date: _____

EXHIBIT B

North Fayette Community School District

Dues Deduction Authorization Form

Employee: _____

For Employer use only:
(do not fill out)

Authorization for payroll
deduction for Education
Association dues

_____ \$ _____
Date started Amount

Changes:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

I hereby request and authorize
the Board of Education of:
North Fayette Community
School District as my remitting
agent, to deduct from my
earnings each month until this
authorization is changed or
revoked as provided herein, a
sufficient amount to provide for
the monthly payment of the
prevailing rate of dues, which
amount is to be remitted each
month for me and on my behalf
to the Treasurer of:

North Fayette Education
Association.

It is understood that this authorization shall begin in September and shall continue through August, and shall thereafter continue for successive periods of one year unless revoked in writing prior to September 1st to my employer.

Date: _____

Signature: _____

Soc Sec #: _____